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# The Solicitors' Journal.

*LONDON, DECEMBER* 26, 1863.

MR. DISRAELI, in one of his most captivating books, observes that there are men whose phrases are oracles: who condense in a sentence the secrets of life, and who blurt out an aphorism that forms a character, or illustrates an existence. Geniuses of this kind are no doubt of the rarest order, and it would be particularly unreasonable to expect many of them in a profession which is devoted to such hard dry matters of fact as usually come in question in litigated suits. We therefore seldom find a lawyer who is much given to this sublime generalization, and perhaps still less frequently among those who attain judicial rank. Baron Bramwell, when he was first elevated to the Bench, was the nearest approach to Mr. Disraeli's ideal which was to be found among the judges. But whether it was the cold criticism of an unsympathising press, or the hesitating approval of his brethren, for some reason or other, his Lordship's utterances of late have been comparatively infrequent, and not quite so characteristic as formerly. A few days ago, however, in the case of *Raven* v. *Burr*, which was tried at Guildhall, the Baron was himself again. The action was to recover damages for injuries sustained by the plaintiff and his chaise, caused by a collision with a waggon belonging to the defendant. The evidence showed that in reality not much harm was done, and that the defendant immediately afterwards offered a sovereign by way of compensation, which was nearly as much as the jury finally awarded. That the verdict would have been for £5 at least is not unlikely—considering that the injury was sufficient to keep the plaintiff from his work for four or five days, and that some damage was done to his chaise; and if it had not been for the learned judge's fear of the plaintiff's attorney obtaining costs, his Lordship probably would not have been dissatisfied if the jury had given him £5 damages; but the action was one of a class of which Baron Bramwell has such a horror, that nothing less than the following outburst could give it full expression:—

> When any dirty little miserable accident happened in the street, and the attorney could by any possibility succeed in getting a verdict for a sum over £5, there was a class of men who would bring an action in one of the superior courts; and why the Legislature should in its wisdom have allowed these actions to be brought here, and why they should not have prevented such speculative litigation, he could not tell, because these wretched cases were not more difficult to try than actions for goods sold and delivered, in which it was necessary to recover £20 in order to get a booty of costs from the defendant. But in these miserable cases, if they got £5, they had that plunder which was about as honest and legitimate as if without form of law they put their hands into the defendant's pocket, and took out the money. He did hope that some of these days this matter would be set right. It was disgraceful, and he said so as deliberately as he could.

Now, there can be no doubt that there is a class of practitioners who are always ready to take up speculative business of this character; but, as a rule, their occupation is as bootless as it is disreputable; and even if it were otherwise, we doubt very much whether the matter would be much mended by Baron Bramwell's suggestion. To extend the jurisdiction of the county courts in cases of alleged wrong would unquestionably open the way to still greater evils. For while the defendant would be at the mercy of an inferior class of judges, and would probably be without the protection of a jury—and so there would be greater chances of a miscarriage of justice than there is now—the costs to which he would be exposed would be very little, if at all, less than they need be at present. As the law now stands, under the Common Law Procedure Act, 1860, where a plaintiff in such a case recovers less than £5, the judge may deprive him of costs by certifying that the action was not fit to be brought. It must not be assumed that there is any risk of a verdict for a greater sum than this in the case of "any dirty little miserable accident," and if such a result does occur frequently, the proper remedy appears to be not to send such cases to the county courts, but to give the common law judges a larger discretion in the matter of costs. The Common Law Commissioners of 1850, in their third report, insist upon retaining the leading principles which regulate the right to costs in courts of common law, and one of these is that the costs should always follow the result, that is, that the unsuccessful party should pay them; except that where less than £5 damages is recovered, it should be in the discretion of the judge to allow or disallow the plaintiff's costs. If experience shows that the limit should be extended to £10 or £20, the recommendation of her Majesty's judges to that effect would no doubt be attended to in the proper quarter, and be the means of introducing to Parliament a measure on the subject; and if Baron Bramwell had thrown out such a suggestion, we should have entirely coincided with his lordship. But we cannot help thinking that his language upon the occasion in question was deficient in that calmness and dispassionateness which usually characterize what falls from the superior judges. Although not intended to be applicable beyond a limited class of practitioners, and those of the lowest kind, it will no doubt be seized hold of to blacken the character of the legal profession generally. Moreover, it finds fault with the Legislature for adopting the report of the commissioners, of whom the learned judge himself was one, and so far from suggesting a useful remedy for an admitted evil, it proposes a change which would greatly increase it.

THE METROPOLITAN MAGISTRATES usually discharge their duties in a manner which meets the public approbation, and with a due regard to the rules of law and procedure; but Mr. Selfe has, in a case recently before him, been betrayed into a forgetfulness of the very first principles of English criminal jurisprudence. A person named Stronsberg summoned a Mr. Napper before the magistrate on a charge of assault at the house of the complainant. The defence was, that the complainant had seduced the defendant's daughter, and was living with her, and that the defendant was merely attempting to take her away. Mr. Selfe appears to have had reason, from a previous knowledge of the plaintiff, to believe this statement, and to regard the plaintiff as a man of bad character generally. With such information, it was, of course, very natural that Mr. Selfe should look with little favour and with much suspicion upon Stronsberg; but it is the duty of every judge to act upon the evidence before him, and to restrain, as far as possible, his private feelings in discharge of his judicial functions; nor can any personal conviction of the demerits of one of the parties before him ever be allowed as an excuse for disregarding the leading rules of evidence, and the well established course of procedure. Mr. Selfe, however, was so overcome by his detestation of Stronsberg, that he erred in both these respects. Treating Stronsberg as a criminal, he pursued a course of cross-examination based upon his own previous knowledge, such as one frequently hears of in French, but never in English, courts of jus-

tice. Several of the questions put to Stronsberg were intended to show that he was guilty of bigamy, and of other crimes and misconduct, which had nothing to do with the matter before the magistrate. Here is a specimen—

Mr. SELFE (to complainant).—Do you know that your first wife is alive?

Complainant.—I will not answer irrelevant questions.

Mr. SELFE.—You shall answer such questions as I consider I have a right to put, or I will commit you. It is important to this charge that you should answer my questions. They are not irrelevant. Are you married to this man's daughter, and will you answer, or do you decline to answer on the ground that you are not bound to criminate yourself?

Complainant.—It may criminate me, and therefore I decline to answer it.

Mr. SELFE.—I should think it would be difficult for you to answer any questions about your past life that would not criminate you. Is the defendant's daughter with you at 3, Ebury-street?

Complainant.—She is; but I decline to answer the question if she is my wife. I am living with the daughter of defendant as my wife.

Defendant.—He was married to Mary Lewis, and she is living now at 1, King-street, Grosvenor-square. He wanted her to take proceedings for the dissolution of their marriage. She says my daughter is not the first girl he has seduced; he has also seduced a girl named Lambert. I hope you will question him about that.

Complainant.—I have no objection to answer if you will let me go into your private room.

Mr. SELFE.—I would not trust myself in a private room with you unless I had a life preserver.

We need not make any comment upon the impropriety of such a course of proceeding, and it is the less necessary, since Mr. Selfe took an early opportunity of acknowledging that "the remarks which had fallen from him on that occasion savoured rather of the advocate than of the judge." Police Magistrates are, no doubt, sometimes called upon to deal with cases where it is difficult for them to keep their temper or restrain their indignation. But it is all the more needful for them to observe strictly the well-settled rules of procedure, which ought not to lie at the mercy of such accidents as the personal knowledge and dislike of any judge.

A MEMORIAL HAS BEEN PRESENTED by the Metropolitan and Provincial Law Association, on the subject of the delay in stamping deeds which now takes place. The memorial states—

That considerable inconvenience is occasioned to attorneys and solicitors, by the length of time during which deeds and legal documents, left by them at Somerset House to be stamped, are now ordinarily detained there:—That, except in cases where special expedition is obtained, a deed or document so left cannot be had away stamped for at least two hours, and oftener three or more; and, as no certain time is fixed at which a deed or document is sure to be ready, it is now requisite, in order to save unnecessary risk of waste of time, to defer applying for the same until the closing of the stamp office at four o'clock:—That a second attendance in any case at Somerset House is necessary, and at four o'clock there is generally found a crowd of clerks to Solicitors, Bankers, and Stationers, all on the same errand, and each pushing for the earliest attention:—That, in this struggle, as it may almost be termed, valuable time, immediately preceding the closing of the book post, is lost, and many clerks are every day unable, especially if they come from any distance, to obtain their deeds or documents early enough to dispatch the country deeds and documents by the book post, which is closed at five o'clock every day:—That formerly, when the time of the stamping officers was not so much occupied in stamping blank parchments, bankers' cheques, penny receipt stamps, and other commercial unexecuted documents (which it is presumed are seldom wanted in a hurry), deeds and legal documents could be had away in half or three quarters of an hour, so that clerks from distant offices were able to wait for the deeds they had brought, or to call again for them after executing commissions in the neighbourhood, and thus save both the serious loss of time now incurred in such cases, by their having to attend twice at Somerset House at an interval of several hours (from a distance of often a mile or two, and sometimes two or three miles), and the disappointment and inconvenience experienced in the country, owing to the deeds sent from there missing the return book post:—That it would be a great boon if the Board would direct arrangements to be made for ensuring the delivery out of all deeds and legal documents left for stamping, in half an hour, or at the most in one hour, from the time of their being left.

The memorial prays that the Board will inquire into the circumstances stated, and direct such alterations to be made in the details of the arrangements of the Stamp Office, for remedying the before-mentioned grievances, as the Board may deem practicable and expedient.

The following reply has been received by the secretary of the Association:—

Inland Revenue, Somerset House, London, W.C.
December 21, 1863.

Sir,—The Board of Inland Revenue have had under consideration the memorial forwarded by you from the Metropolitan and Provincial Law Association with regard to the delay in stamping deeds and other legal documents, and I am directed to acquaint you that the board have made arrangements which they trust will insure that instruments passed into the stamping-room before half-past eleven o'clock, a.m., shall generally be stamped and ready to be delivered back to the parties by one o'clock, and wholly by half-past one, on the same day, provided there shall be no error or circumstance requiring explanation.

I am, Sir, your obedient Servant,
(Signed) F. SARGENT.

Philip Rickman, Esq.

AN EDITOR COMMITTED FOR CONTEMPT is not a very common event even in the High Court of Parliament, and, we believe, until a few days ago, had never been known in the Court of Chancery. The case of *Telkin* v. *The War Department*, however, now affords a precedent for such an order. On Saturday last, Vice-Chancellor Kindersley committed to prison the editor of the *Sheerness Guardian* for a contempt of the Court, by publishing in that newspaper an article commenting improperly, and, as his Honour considered, disgracefully, on certain affidavits which had been filed in the cause.

MR. JUSTICE SHEE took the oaths of office consequent on his elevation to the Bench, in the Lord Chancellor's private room at Lincoln's-inn, on Saturday last. His Lordship transacted business at the Judges' Chambers on Tuesday, and will relieve Mr. Justice Mellor, who has returned to town after disposing of the assize business at York, where he had been sitting in consequence of the death of Mr. Justice Wightman.

IN THE REPORT of the recent case of *Mason* v. *Clifton, Bart., M.P.*, which appeared in several newspapers, reference is made to a solicitor of the name of Kingdon, described as of King's-arms-yard. As Mr. Kingdon, of the well-known and highly respectable firm of Coode, Kingdon, & Cotton, is the only solicitor of that name in King's-arms-yard, that firm has addressed a letter to the journals which contained the report, stating that their Mr. Kingdon is not the person referred to in the report.

THE CHANCERY AND COMMON LAW VACATIONS commenced on Thursday. The chancery vacation will terminate on the 6th of January, and that of the common law on the 30th instant.

## THE LAW OF LIBEL.

There have been several recent decisions in the courts of common law of considerable importance in relation to the law of libel, and which are especially interesting from the light thrown by them on the vexed and difficult question of privileged communications. Although they have not absolutely extended the doctrine of privilege, they have done much to explain it. We have seldom seen a clearer statement of the law on the subject than that contained in the judgment of Erle, C.J., in the case of *Whiteley* v. *Adams*, 12 W. R. 153; and the case of *Fryer* v. *Kinnersley*, *ibid.* 155, also de-

cided in the Court of Common Pleas in the course of last term, will also be found to deserve attention.

A libel, it must be remembered, is always, *primâ facie*, malicious. "Everything, written or printed," said Parke, B., in *Gathercole* v. *Miall*, 15 M. & W. 321, "which reflects on the character of another, and is published without lawful justification or excuse, is a libel, whatever the intention may have been." Where, therefore, the imputations are false in fact, and without justifiable occasion, the judge ought to direct the jury that they are malicious, inasmuch as every man is presumed to know the consequences of his acts. Our common law, however, allows the defendant in an *action* of libel, to make use of all possible means of defence. In this respect, an action until lately, differed as widely from an indictment for libel, as common law differs from equity. When made the subject of an indictment or information, the most famous judges of the last century, including Lord Mansfield, were of opinion that the only question for the jury was that of publication. The character of the writing complained of was for the Court. In an action of libel, on the other hand, juries seem always to have had the power of returning a general verdict, both on the question of publication, and on that of "libel or no libel." Mr. Fox's Act, passed in 1792, assimilated the criminal law to that administered in the civil court, and established the right of juries to determine whether the writing charged to be libellous, was innocent or criminal. But up to Lord Campbell's Act (6 & 7 Vict. c. 96), the defendant to an information still laboured under the great disadvantage of being unable to set up the truth of the matter published, as a defence. Hence arose the old saying, "The greater the truth, the greater the libel," which was never applicable to an action, but only to the criminal process. We must confess that there were good reasons for the distinction. Libel, when regarded as a tort, gives the plaintiff a claim to damages which it would be highly absurd that he should receive, if the imputation on him is true. But libel is only a crime, as tending to a breach of the peace, which is at least as likely to be committed by the party libelled, if the accusation be true, as if it be false. The Legislature, however, has thought proper to allow the truth of the matters charged to be pleaded in bar to an indictment, if their publication is for the public benefit. The defendant, therefore, now occupies almost the same position, whether the criminal or civil remedy be sought against him. In both cases the jury may return a general verdict; in both, he may plead "that the alleged libel is true," in his defence; and in both, we may add, he may rebut the malice which the law will otherwise imply, by proving that the matters complained of were published on a "privileged" occasion.

What then, we have now to ask, is a privileged communication? We answer in the language of Lord Campbell in *Harrison* v. *Bush*, 5 E. & B. 344, that a "communication made *bonâ fide* upon any subject matter in which the party communicating has an *interest*, or in reference to which he has a *duty*, is privileged if made to a person having a corresponding *interest* or *duty*, although it contain criminatory matter, which, without this privilege, would be actionable and slanderous." The most ordinary example of this definition is to be found in the case of a master who gives a character to a servant, where—to use the words of Lord Ellenborough—"the convenience of mankind requires that what is said in fair communication between man and man should be privileged, if made *bonâ fide* and without malice." It must be noticed that the protection of privilege is at once removed if the statements can be shown to have been actuated by express malice, of which their falsehood would be strong evidence. The language used, moreover, must not go beyond what the occasion will justify. Thus, in the recent case of *Fryer* v. *Kinnersley* (*ubi sup.*), the defendant wrote a letter relating to a dispute he had had with a servant, which contained these expressions:—"He was extremely violent—came towards me several times with an open clasp knife in his hand, and eyes starting from the sockets with rage, a perfect raving madman." This language the Court held to be excessive, and "beyond what any such privilege (as that alleged) could have justified." Again, the party who claims the privilege must, according to Lord Campbell, make the communication with reference to some matter in which he has "an interest or a duty." This is a wide phrase, and as the "duty" need not be legal, but may be moral or social, there may often be much difficulty in deciding whether it exists or not. Each case must be viewed in reference to the particular facts disclosed. It is impossible to lay down general rules. Indeed, we may say with Mr. Justice Byles (*Whiteley* v. *Adams*, *ubi sup.*) that "the more one looks into it, the more difficult it is to express what moral and social duties are." The ideas of different men, as to what is a "duty" are often wide as the poles asunder. Yet, according to the judgment of Erle, C. J., in *Whiteley* v. *Adams*, "if the circumstances bring the judge to the opinion that the communication is made in discharge of a moral and social duty, or on the ground of interest in the person making it, and of a corresponding interest or duty in the person receiving it, and if the words pass in the honest belief that they are true, the judge is to say they are privileged." Perhaps, after the decision in *Toogood* v. *Spyring*, 1 C. M. & R. 181, the above is the only true manner of stating the law. We may observe that the judge will always be much assisted in deciding on the question of what is a "duty," by the fact that it must be *reciprocal*. The jury too must find that the words spoken were *honestly* believed, before it can be asked if the occasion was privileged. We submit that the belief should be more than honest; it should also be reasonable. In the case of *Campbell* v. *Spottiswoode*, 11 W. R. 569, it was held, as we think correctly, and in accordance with principle and authority, that mere honest belief in the statements he makes, on the part of a public writer, is not enough to justify his publishing them. Why should not the same rule apply to privileged as to non-privileged communications? No imagined moral, legal, or social duty ought to exonerate a man from the proper penalty for making reckless statements, however honest or honourable his motives may be.

There are many other occasions, besides these we have mentioned, in which the presumption of law, that the defendant has been actuated by malice, does not arise. But they may all be brought under the definition we have quoted from *Harrison* v. *Bush*. Thus official communications are privileged. So also are true and accurate reports of judicial proceedings—at least, if the publication be for the public benefit. Fair and honest criticism, however severe, is not actionable without express malice, as Mr. Cobden would have found had he pursued Mr. Delane into the law courts. "One writer," says Lord Ellenborough, in *Carr* v. *Hood*, 1 Campb. 355, n., "in exposing the follies and errors of another, may make use of ridicule however poignant. If the reputation or pecuniary interests of the person ridiculed suffer, it is *damnum absque injuriâ*. Where is the liberty of the press, if an action can be maintained on such principles? Show me an attack on the moral character of the plaintiff, or any attack upon his character unconnected with his authorship, and I shall be as ready as any judge who ever sat here, to protect him; but I cannot hear of malice on account of turning his words into ridicule." The principles enunciated in this judgment have never been doubted.

We see, therefore, that libel and slander are opposite examples of the old maxim "*Actus non facit reum, nisi mens sit rea.*" In the words of Starkie, "where an occasion exists, which if fairly acted upon, furnishes a legal protection to the party who makes the communication, the *actual intention* of the party affords a boundary of legal liability; if he had that legitimate object in

view, which the occasion supplies, be is neither civilly nor criminally amenable; if, on the contrary, he used the occasion as a cloak of maliciousness, it can afford him no protection." This is a sound rule. Were the doctrine of privilege unknown, there would exist no means of estimating correctly the characters of those in whom it is often necessary to place implicit confidence. We cannot, therefore, regret to learn from the judgment of Erle, C.J., to which we have already referred, that "the rule as to privilege has been much extended of late years in the case of private communications," and that the same may be said "as to the privilege of public men in speaking." Both extensions will prove salutary—the former to social security and confidence, and the latter to public liberty.

## EQUITY.

### Arrears of Interest on Mortgage.

*Mason* v. *Broadbent*, M. R., 12 W. R. 118.

The Act for the limitation of actions and suits relating to real property, 3 & 4 Will. 4, c. 27, s. 42, provides, that after the 31st of December, 1833, no arrears of rent or of interest in respect of any sum of money charged upon, or payable out of, any land or rent, shall be recovered by any distress, action, or suit, but within six years next after the same shall have become due or after an acknowledgment in writing; provided, that where a prior incumbrancer shall have been in possession or receipt of the rents and profits within one year next before an action or suit shall be brought by a puisne incumbrancer, he may recover the arrears which became due during the whole period of such possession or receipt, though the time may have exceeded six years. By the other Statute of Limitations, which passed in the same session, 3 & 4 Vict. c. 42, s. 3, twenty years is the period of limitation for actions of covenant or debt on any bond or specialty; and the effect of both enactments is, that although no more than six years arrears of rent or interest is recoverable so as to be a charge upon land or rent, yet, by means of an action of covenant, twenty years' arrears may be recovered as against the covenantor. Only six years' arrears can be recovered as against the mortgaged estate, although twenty years' arrears may be recovered under the covenant. Section 42, it must also be borne in mind, is also affected by section 25 of cap. 27, in cases of express trust. Section 25 provides that where any land or rent shall be vested in a trustee upon any express trust, time shall run against the right of the *cestui que trust*, or those claiming through him, to sue the trustee or those claiming through him to recover such land or rent only from the time when the trust estate shall have been conveyed to a purchaser for valuable consideration, and then only as against such purchaser, and any person claiming through him; and it was held in *Cox* v. *Dolman*, 2 De G. M. & G. 592, that the *cestui que trust* of an annuity secured by a subsisting term in trustees, is entitled, notwithstanding section 42, to the whole arrears, so long as the trustees have the right to get possession by virtue of the legal estate vested in them. In *Lewis* v. *Duncombe*, 29 Beav. 175, there was a grant of an annuity secured on real estate, and the term (subject however to an outstanding legal estate) was vested in trustees in trust to raise and pay the arrears, and to hold the surplus in trust for the grantor; and there Sir J. Romilly, M.R., held that the relation of the trustee and *cestui que trust* being created as between the trustee and the grantor and grantee, the case came within the 25th section of the 3 & 4 Will. 4, c. 27, and that the annuitant's right to arrears was not limited to six years, under the 42nd section, as against the grantor and his subsequent incumbrancers. It was contended that the trust was not an express trust, and was not within the intention of the 25th section, and also that an adverse claimant could not be concluded by its provisions, although a trustee might be thereby prevented from setting up the statute against his own *cestui que trusts*; and, moreover, that as the legal estate was not vested in his trustees, the case was not governed by *Cox* v. *Dolman*. His Honour, however, held that there was an express trust within the meaning of the section, and that it was immaterial that the legal estate was not vested in the trustees, inasmuch as the principle of express trust applies just as much to equitable as to legal interests. The same learned judge has, in two or three cases since reported, been called upon to consider the effect of these enactments. In *Round* v. *Bell*, 30 Beav. 121, one Smith demised real estate to one Round for 1,000 years, to secure £400, and interest, which the mortgagor covenanted to pay and further secured by his bond. The principal had never been repaid, but in 1842 £150 had been paid on account of arrears of interest, and in 1860, upon a bill being filed against the children of the mortgagor for foreclosure, the question was whether the plaintiff was entitled to recover more than six years' interest. He claimed to recover twenty years under the covenant, and to be entitled to tack such claim as a specialty creditor to his charge upon the mortgaged premises; and there the Master of the Rolls, in his judgment, makes the following observations:—"I am of opinion that the principle which I explained in *Lewis* v. *Duncombe* governs this case, which is this,—where there is a simple mortgage, with a bond and covenant, you can only recover six years' arrears of interest as against the estate, but where there is a trust to secure the mortgage and interest, or where the estate is vested in a trustee to raise a sum of money and interest, the statute does not apply, and you can recover interest to the extent allowed by the statute 3 & 4 Will. 4, c. 42. In this case there is no trust at all; and I am, therefore, of opinion that all the mortgagees can recover is six years' interest from filing the bill. I am of opinion that this is made more just by the circumstance called to my attention by the defendants, that there has been a suit for the administration of the mortgagor's estate, and that the plaintiff has not thought fit to come in under it and recover twenty years' arrears of interest."

In the above-named case of *Mason* v. *Broadbent*, a mortgage of freeholds was made in 1848 to secure a sum of money advanced by twelve persons, the property being conveyed to a trustee by a deed containing a proviso for redemption and a power of sale, with a declaration that out of the proceeds of sale the trustee should pay the principal "and all interest from the day of the date thereof." The mortgagor having died insolvent, and the trustee having, in 1862, sold the property under the power of sale, the question was, whether more than six years' interest was, under the deed, chargeable upon the mortgage property. If there was a trust within the meaning of section 25, section 42 would be no bar to the recovery of the whole of the arrears; but if there was not a trust within section 25, then it would be a bar. The Master of the Rolls distinguished this case from *Cox* v. *Dolman* and *Lewis* v. *Duncombe*, upon the ground that here there was no trust term for securing payment of the interest. After the power of sale, no doubt trusts were declared of the purchase-money, and one of these trusts was for payment of the interest on the mortgage sum from the date of the deed; but this his Honour considered to mean only so much interest as was actually due, which, according to section 42, could not be more than interest for six years. "It would be an anomalous and monstrous thing," he said, "to say that the day before a sale the mortgagor could redeem on payment of six years' interest, but that the day after he could redeem only on paying the whole interest from the date of the deed." There appears to be little room for doubt that this decision is founded upon a correct view of the law, although, at first sight, it seems a bold thing to say the direction to the trustee to pay all interest from the date of the deed did not create an express trust within section 25. But, it must be remembered that this trust would not arise until the sale had taken place, and, that, in the

meantime, under s. 42, the land could not be chargeable with more than six years' arrears, and that until sale, upon the payment of the principal and six years' interest, the mortgagor could have redeemed.

It may be convenient here to note another class of cases which turned upon the question, whether arrears of a charge on a reversionary interest in land is recoverable more than six years after the same becomes payable, or whether such a case comes within the limitation contained in section 42? Vice-Chancellor Wood, in *Wheeler* v. *Howell*, 3 K. & J. 198, decided that section 42 did not apply to arrears of an annuity charged upon a reversionary interest in land so long as the interest continued to be reversionary. And the decision of the Master of the Rolls, in *Re Lowe's Settlement*, 30 Beav. 95, where the reversionary interest was a sum of stock, is to the same effect.

## REAL PROPERTY LAW.

### Covenant to Use as Private House.

*Wilkinson* v. *Rogers*, M. R., 12 W. R. 119.

The changes which many leading thoroughfares are continually undergoing in the conversion of private houses into shops or places of business give importance to cases between lessor and lessee on this subject. In the present case the defendant, Rogers, was assignee of a lease granted in January, 1859, of 39, Westbourne-grove, in which lease there was a covenant that the lessee (without mention of his assigns) would use the house as a private dwelling-house only, and not do on the premises anything to the damage or annoyance of the landlord or his tenants, or of the landlord of the adjoining premises; with a proviso that, if either of the adjoining houses (which also belonged to the lessor) should be converted into a shop, the lessee might convert the demised house to a similar use. The plaintiff was grantee of the lessor's interest. In June, 1861, No. 40 was let to a photographer, who had his name and business inscribed on the doorpost, and exposed photographs and frames for sale; but, shortly before the institution of the present suit, possession of that house was given up to the plaintiff. No. 38 was let to a dentist, whose name and business were inscribed on the door, and on two plates in front of his house. No. 39 itself was for a time occupied by a surgeon, with his name and business written on the door. In June, 1863, Rogers sublet to Andrews, also a defendant, who used No. 39 as a coal office, having the words "Alpheus Andrews, coal office, and at the Coal Exchange," exhibited on the front of a bay window, and "coal office," on each of the sides of it. He received orders at the house, but neither sold coals nor showed samples there. Under these circumstances the plaintiff filed his bill to restrain the defendants from the use of the house as a coal office.

The effect, as between the reversioner and the assignee of the lessee, of a covenant binding a lessee not to use a house in a particular manner, but not mentioning his assigns, had not, we believe, been specially determined prior to the present case. The case of the *Mayor of Congleton* v. *Pattison*, 10 East. 130, has been cited in Smith's Leading Cases, Jarman's Conveyancing, and other text books, as an authority that a covenant not to carry on particular trades on the demised property runs with the land so as to bind the assigns though they be not named. But there the assigns of the lessee were named, and, moreover, the point decided was upon a covenant not to employ certain persons on the premises. The question was, whether such a covenant could be made to run with the land, even by naming assigns; and, it was only by way of dictum that Bayley, J., said that covenants to restrain the exercise of particular trades fell within the class of covenants which bound the assignee by affecting the land itself in the mode of its occupation. But he was not considering whether it were necessary or not to name the assigns. Also, the lessee's assigns were named in *Doe* v. *Keeling*, 1 M. & Sel. 95, a case generally quoted on the point before us, where the covenant was for the like object as in the present case, and the question was whether keeping a boys' school was a "business," and a breach of the covenant.

The Master of the Rolls, in the principal case, held that, without doubt, the covenant bound the assignee. The point, he said, was decided by *Spencer's case*, 5 Rep. 17. "Reason required that the assignee should be bound if he took the benefit of the lease." One of the principles of that case is, that when the covenant extends to a thing *in esse*, parcel of the demise, the thing to be done by force of the covenant is *quodam modo* annexed and appurtenant to the land, and goes with it to the assignee, though not named. This principle would seem to include the mode of occupying a house, as affecting the house itself, particularly when, for instance, a covenant by a lessee to reside during the term on the demised premises, has been held to be within the principle: *Tatem* v. *Chaplin*, 2 H. Blac. 133. But whether the reason, that the assignee shall be bound, if he take the benefit of the lease, be not more extensive than the principle in *Spencer's case* by which assignees are bound, though not named, is open to respectful inquiry. To apply to a lessee's covenant the maxim, *qui sentit commodum sentire debet et onus*, might be to transgress another principle of *Spencer's case*, that if the covenant concerns a thing which is not *in esse* at the time of the demise made, but to be newly built after on the demised premises, the assigns, if not named, are not bound (which was, indeed, the point actually decided by that case), but that they are bound, if they are named.

On the other points of the principal case, 1st, whether the use made by the defendant, Rogers, of the house were a breach of the covenant, and if so, 2ndly, whether the use made of the adjoining houses operated as a release, the Master of the Rolls was of opinion, 1st, that the coal office was an annoyance to an adjacent resident, and, therefore, a damage to the plaintiff in respect of the adjacent houses; and, secondly, that conversion into a shop meant something more than exposing goods for sale—namely, altering the front. But the latter point, which is of considerable practical importance, was not in fact decided, inasmuch as the Court remarked that the photographer had previously given up possession, and that his occupation, though it lasted for two years, did not work a forfeiture of the plaintiff's right under the covenant.

Usually a lessee's covenant having for its object the preservation of the private character of the demised house contains negative words, as, "that the lessee shall not carry on any trade or business." On the construction of such covenants it may be useful to remember that, in addition to the decision in *Doe* v. *Keeling*, noticed above, it has been held (*Kemp* v. *Sober*, 1 Sim. N. S. 517) that keeping a finishing school for young ladies, whose number was proposed to be limited to twenty, was, nevertheless, held by Lord Cranworth, when Vice-Chancellor, to be a business; and where the words of the covenant were not to use any "public trade or business," but that the house should be used as a private dwelling house only (*Wichenden* v. *Webster*, 4 W. R. 562), the Queen's Bench decided that a school for young girls, which combined with it a dancing academy, was a use in breach of the covenant.

## REVISING BARRISTERS' LAW.

The last number of the *Weekly Reporter* contains the reports of several cases turning upon the construction of various sections in the Reform Act, 2 Will. 4, c. 45, relating to votes for boroughs and the procedure before revising barristers. As they decide some important questions, we give a short summary of them.

In *Smith* v. *Hall* the question was whether the brethren either of the Hospital of St. Bartholomew, or of the Hos-

pital of St. John, in the town of Sandwich, were entitled to registration under the provisions of section 36. These persons were freemen of the borough, and were clearly entitled, unless they were disqualified under the section in question. It provides that no person shall be entitled to be registered in any year, as a voter in the election of a member for any city or borough, who shall, within twelve calendar months next previous to the last day of July in such year, have received parochial relief or other alms, which by the law of Parliament now disqualify from voting in the election of members to serve in Parliament. It appears that the Hospitals of St. Barthlomew and St. John are corporations, by prescription, with property consisting of landed estates, and also of houses for the brethren, which are occupied and kept in repair by them; and that the income arising from the estates is annually divided among them in equal shares. The Court of Common Pleas held that, under these circumstances, the brethren were not excluded from the franchise; and the grounds of the decision, as collected from the judgments of the several judges, are as follows:—1. Charity, as regarded by the law of Parliament, does not necessarily imply in the recipient a state of indigence and abject dependance, but sometimes implies merely a participation in funds appropriated to the assistance of certain classes of persons, as in the present case. 2. Here, in fact, the claimants were living on their own property, and each was by law entitled to receive his share of the rents, and the motive of the donor of the lands made no difference. 3. The Act speaks of "parochial relief or other alms," which points towards interference of parochial authorities or other persons, in either the distribution or enjoyment of the property, and there was nothing of the kind in this case.

In *Henriette* v. *Booth* the question turned upon section 27, which has been the subject of considerable discussion, and generally gives rise to objections wherever a revising barrister sits. That section confers the right of voting in boroughs upon the occupier, as the owner or tenant, of "any house, warehouse, counting-house, shop, or other building, of the annual value of £10," &c. There have been numerous decisions as to the effect of this section, in the case of occupiers of a portion of a house, and there was such contrariety amongst them that the law upon the point was in a very unsettled state until last year, when it was supposed to be finally settled in the case of *Cook* v. *Humber*, C. P., 10 W. R. 427. In the preceding cases the divergence of decision was caused mainly by the fact that some of the judges rested their decision rather upon the *kind* of occupation than the subject of occupation. In *Cook* v. *Humber*, however, Erle, C. J., in a very elaborate judgment, shows that the true question in such cases is not what is the nature of the occupation—*ex. gr.*, whether there is an exclusive occupation of a floor with the key of the outer door—but rather what is the nature of that which is occupied; in other words, whether the part of the house is actually severed from the remaining part. "According to our construction of the statute," said Erle, C. J., "qualification is compounded of four elements, 'tenement,' 'value,' 'occupation,' and 'estate.' There must be for 'tenement,' a 'house, warehouse, counting-house, shop, or other building,' analogous thereto; there must be for 'value,' annually, £10; there must be 'occupation,' that is, actual exercise of the rights of the owner of a house in possession during the requisite time; there must be an 'estate' in the tenant, either in fee or lease. If these four distinct elements are combined in the claimant, he is qualified; but otherwise he is not. Now, although they must exist in combination in order to qualify, still in inquiring into the existence of the combination, each element must be separately ascertained. First, is the claimant a tenant? secondly, is he an occupier? thirdly, is the tenement sufficient in value? and, fourthly, in kind?" The decision there is an authority for the proposition that a part of a house must be actually severed so as to make it "a house" within section 27. In that case the claimant rented rooms on the ground-floor, with doors into the passage or hall, which was shut off from the street by an outer door, kept closed night and day. He also rented rooms on the upper floor. They were approached by the staircase used exclusively by him. The remainder of the house was occupied by the landlord, and both landlord and tenant had keys of the street-door, and were rated jointly. Thus, though there was distinct and separate use, there was no severance, and, therefore, it was held, no right to the franchise, according to the Act. But that case does not go the length of deciding that there may not be several distinct houses beneath the same roof, and accordingly, in *Henriette* v. *Brown*, it was held that where a person occupied the whole of the upper part of a house, which was separated from the remainder by a door, over which the occupier had exclusive control, and which communicated with the staircase leading to an outer door, capable of falling to, but kept open night and day, there was a sufficient severance according to the rule laid down in *Cook* v. *Humber*. "A house," said Erle, C.J., "might be divided by a party-wall, or it might be divided just as well by a horizontal wall, and so make a separate house on each floor. Such a house might be so constructed as to have the additional defence of a door to the passage, or at the bottom of the passage; that would not prevent it being a separate house. A separate house depended on its severance, and not on handing over the key by the landlord. A court containing houses, all of sufficient value to confer a vote, might have an outer door, but that would not deprive the occupiers of the houses of their votes."

This decision will have the effect of making the rule laid down in *Cook* v. *Humber* rather difficult of application. It now appears that exclusive or absolute control over the outer door is of no importance in deciding the question. As Keating, J., puts it, "the outer door is the door over which the occupier had exclusive control, which is the outer door of his own apartments, and not the door at the bottom of the house." But has not every occupier of unfurnished apartments, exclusive control over them, including the doors thereof? Suppose a man occupies two rooms, *en suite*, or even one room, of the requisite value, and that he lets himself in by a latch key, would not this be a severance according to the dicta which we have quoted? What difference does it make, that an entire floor is shut in by a separate door? In the Inns of Court, an outer door generally serves for a set of chambers consisting of three or more rooms, but sometimes only for a single room and perhaps a passage; but it is settled law that the latter, if of sufficient value, would entitle the occupier to a vote. Hitherto it has been generally supposed that the essential difference of chambers, like those in the Inns of Court, was, that they were not in buildings commanded by a common outer or street door; and, if this is not to be the test for the future, it is hard to say what will be the test. The Lord Chief Justice remarks that a house may be divided by a horizontal wall as well as by a party wall, so that there might be "a separate house in each floor." But why should division stop here? Why, according to the same rule, should there not be separate houses on each floor? and if there may be, then is not every person who is occupier of a room of sufficient value, with the right to put the key in his pocket, entitled to the franchise? In *Henriette* v. *Brown*, as we have seen, the street door was in fact kept open day and night, and the hall was a mere common passage, so that the case would not be a direct authority in the case of an ordinary house, with a proper hall door, but the dicta which we have quoted go a long way to show that as the law now stands it is immaterial whether or not the street door is under the control of an occupier who claims in respect of a separate or severed portion of the house.

In *Bennett* v. *Blain*, the question was, whether a shareholder of the Manchester Corn Exchange Company, established before, but registered under, 7 & 8 Vict. c. 110, had such an interest in the lands of the company as to

entitle him to registration as a voter. The land on which the Exchange was built was vested in trustees, for the company, and the income of the shareholders arose from letting stands, and otherwise using and letting the premises. The Court of Common Pleas held that the claimant was not entitled, upon the ground that he had no direct right to any portion of the land, but only to a proportionate share of the profits. The same principle has of late been very much discussed in the Court of Chancery, in reference to the operation of the law of mortmain, upon shares in companies possessed of land; and it is now well settled that where the company holds land merely as incidental to its undertaking, a share in the company is not considered as savouring of realty; and indeed, in *Hayter* v. *Tucker*, 4 K. & J. 243, Vice-Chancellor Wood decided, in the case of a cost-book company, where mines were vested in trustees, for the purposes of the undertaking generally, and not in trust for individual shareholders, and the interest of the shareholders was limited to the profits derived from the working of the mines, that a bequest of shares was not within the Statute of Mortmain. Upon the same principle the Court of Common Pleas decided in this case that a shareholder in the Manchester Corn Exchange Company was not in such capacity entitled to the franchise, although the company, as a company, was possessed of land, which, if it were possessed by the shareholder individually, would have clearly entitled him. Our readers may remember that a similar question was raised last October before the revising barristers for East Surrey and Middlesex, in reference to the shares in Putney bridge, upon which these two gentlemen differed in opinion, one holding that the shares involved an interest savouring of realty, and the other deciding to the contrary. See 7 Sol. J. pp. 886, 894.

In *Crowther* v. *Bradney* (also to be found in the last number of the *Weekly Reporter*) the question was one of an entirely technical character. The facts were as follows:—"The ancient parish of Kidderminster consists of the borough of Kidderminster, the foreign of Kidderminster, and the hamlet of Lower Mitton, for each of which separate overseers and churchwardens are appointed, and district rates are laid. Two lists of persons entitled to vote for the parliamentary borough of Kidderminster are made out, one headed, 'List of persons entitled to vote for the borough of Kidderminster, in respect of property occupied within the said borough;' the other, 'List of persons entitled to vote for the borough of Kidderminster, in respect of property occupied within the foreign of the parish of Kidderminster.' The name of the objector to the appellant's claim was on the former list. In his objection he described himself as 'on the list of persons entitled in respect of property occupied within the parish of Kidderminster' " The Court held the description insufficient, as the objector did not show upon which list his name appeared.

In *Force* v. *Floud* the point was still more technical in its character. A notice of objection given to the party objected to, was in the following form:—"To Mr. S. R. Force. I hereby give notice that I object to the name of Force, S. R., being retained on the list of persons entitled to vote, as occupiers, in the election of members for the city of Exeter." It was contended for the appellant that the notice of objection was invalid, as it did not comply with the form prescribed in schedule B., No. 11, of 6 Vict. c. 18; but the Court held that the notice was valid, and in compliance with the form prescribed by the statute.

## COURTS.

### COURT OF EXCHEQUER.

(Sittings at Nisi Prius at Guildhall, before Mr. Baron BRAMWELL and Common Juries).

Dec. 18.—*Raven* v. *Burr*.—This was an action to recover compensation in damages for bodily injuries sustained by the plaintiff, and also for injuries done to a chaise. The defendant denied that he was guilty of any negligence.

Plaintiff is a farrier, in Bond-street, Lambeth, and the defendant a farmer, in Bedfordshire. It appeared that the plaintiff's chaise was injured by coming in collision with the defendant's waggon, but the accident was by no means one of a very serious nature. The defendant at the time offered the plaintiff a sovereign as compensation, and he seemed disposed to accept it, but afterwards he refused the money and brought this action. The value of the chaise was only about £4, and the injuries received by the plaintiff were so slight as only to prevent him working for four or five days.

The evidence as to who was to blame for the occurrence was, as is usual in these cases, very conflicting.

Mr. Baron BRAMWELL, in summing up, characterised the action as most scandalous. It was not, he said, an honest action, brought for the recovery of a sum of money which ought to be paid to the plaintiff, but was brought by an attorney to extract costs from the defendant and put them in his own pocket, or to terrify him, by the expense of a proceeding of this sort, to pay money really not due. He could not help stating most emphatically that there was a class of actions brought in these courts which almost made them a nuisance. When any dirty little miserable accident happened in the street, and the attorney could by any possibility succeed in getting a verdict for a sum over £5, there was a class of men who would bring an action in one of the superior courts; and why the Legislature should in its wisdom have allowed these actions to be brought here, and why they should not have prevented such speculative litigation, he could not tell, because these wretched cases were not more difficult to try than actions for goods sold and delivered, in which it was necessary to recover £20 in order to get a booty of costs from the defendant. But in these miserable cases, if they got £5, they had that plunder which was about as honest and legitimate as if without form of law they put their hands into the defendant's pocket and took out the money. He did hope that some of these days this matter would be set right. It was disgraceful, and he said so as deliberately as he could. The learned baron then briefly referred to the evidence, and left the jury to say what amount of damages the plaintiff had actually sustained.

The jury immediately found a verdict for the plaintiff—Damages, 30*s*.

The learned judge intimated, in reply to the counsel for the plaintiff, that if it were necessary he would certify that the action was not a fit one to be brought in a superior court.

### COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

During the present sittings the Court has disposed of 71 out of the 109 divorce causes contained in the printed list. There are 27 causes standing over until next term; some of them upon the application of the parties, and others because they have not been reached. Of these 8 were special jury causes, and 12 are common jury causes, and 7 are set down for trial without a jury. The remaining 11 out of the 109, are causes in which, for various reasons, the proceedings have been stayed.

### COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD).

Dec. 21.—*In re Edward Johnson*.—The bankrupt was an attorney, formerly of 30, Doughty-street, and of Quality-court, Chancery-lane, and now of 90, Newgate-street, and Montpelier-row, Twickenham. This was a meeting for examination and discharge. The unsecured debts are £9,316; liabilities on accommodation bills, £203; creditors to be paid in full, £7; debtors good, £11; bad £354. The bankrupt states his difficulties to have arisen in consequence of losses by bad debts and heavy payments of interest and costs, and his having been sued by creditors. The Sovereign Life Assurance Company are returned as creditors for £320, holding a life policy. In March, 1863, Mr. Ruffle, a creditor, sold the bankrupt's furniture and effects at 30, Doughty-street, which realised about £160, out of which he paid rent and expenses, and became a creditor for a balance of £50. The bankrupt states that on the 1st of January, 1862, he was deficient in £505; his "profits" since that date were £856, and receipts from business, £1,317; as against business expenses, £470; rent, rates, taxes, gas, insurance, &c., £190; interest and law expenses, £400; domestic expenses, £750; losses by bad debts and on furniture, £554; and on accommodation bills, £203. Amongst the bankrupt's bad debtors appear the celebrated Mrs. and Miss Russell,

S. Emery, and numerous other persons, either bankrupt, or who have "gone away."

Mr. *Kirby*, the assignee, did not oppose, and

The COURT passed the bankrupt's examination, and granted, the discharge.

SHERIFFS' COURT, RED LION-SQUARE.

Dec. 18.—The following outlawries were proclaimed in the usual manner to-day:—Reginald James Whiteside, at the suit of John Bower; Henry Davies and Thomas Bell, at the suit of Frederick Constantine Sharpe; the Rev. Henry Holmes, at the suit of James N. A. Wallinger; the Hon. Richard Bingham, at the suit of Robert Attenborough; Thomas Knowles, at the suit of John P. Kimberley; Robert Adlington, at the suit of Matthew Eyre; Charles Henry Lionel W. Standish, at the suit of Leon Solomon; Robert Ker, at the suit of Joseph Joel Ellis, otherwise Joseph Joel; Sampson Lucas Behrens, at the suit of Frederick Marshall; and Charles F. Healey Mapa, at the suit of Ernest Ibberton. The next County Court was appointed for the 14th of January.

## GENERAL CORRESPONDENCE.

THE COMMON LAW JUDGES CHAMBERS.

Might I trouble you to find space in your Journal for the following statement and caution:—

It is my misfortune on some occasions to have to attend the Common Law Judges' Chambers, and I did so on Thursday the 17th inst. I was then engaged a considerable time before the Honourable Mr. Baron Channell.

On entering his Lordship's room, I placed my hat (quite a new one, having been purchased only a day or two previously), on one of the chairs near the judge's table, and when my business with his Lordship was concluded I looked for my hat, but it was no where in the room. Mr. Baron Channell's clerk at once most kindly made every search and inquiry after the missing article, but without success, and both he and I came to the conclusion that it had been stolen. My moments, at this time, were very precious, having several engagements due, and I had the prospect of attending them hatless. This, however, that most considerate gentleman before mentioned, Mr. Baron Channell's clerk, prevented, for he courteously lent me the use of his hat, (the only one he had with him) while I went to purchase another. This of course occupied some little time and largely trespassed on my already over-due appointments.

I am told that these kind of robberies from the judges' room do not unfrequently take place, although the practice more commonly is, to substitute an old for a new hat. It is unnecessary for me to comment on this most dishonest and disgraceful conduct, but I hope that gentlemen who frequent the Judges' Chambers will take care from this time forward, not to allow their hats to leave their possession, otherwise they will meet with the same annoyance and inconvenience I lately experienced. A SOLICITOR.

Dec. 22nd.

PRIZEMEN AT THE LAW INSTITUTION.

In your Journal of the 7th of November last, *ante* p. 10, you did me the honour to insert a copy of a memorial to the Council of the Incorporated Law Society advocating, firstly, an alteration in the mode of distributing prizes; secondly, the notice of honours in the Law List. I have pleasure to inform your readers that this memorial, accompanied by an explanatory letter, was, on the 21st inst., presented to the secretary, at the Law Institution, with a written request that the same might be laid before the Council on the occasion of its next meeting. I need scarcely say that it has involved some considerable time and trouble to procure the forty-nine signatures (twenty-eight prizemen and twenty-one certificate holders) by which the memorial was backed, and which, time as to the second object being precious, I considered a sufficient number to justify its presentation WALTER WEBB.

8, Furnivals-inn, Dec. 21.

## PROVINCES.

NEWCASTLE-UPON-TYNE.—The Newcastle-upon-Tyne and Gateshead Law Society held its annual general Meeting at Newcastle-upon-Tyne, on Thursday, the 3rd day of December inst., Mr. Edward Glynn, President, in the chair. The report of the committee was adopted. Mr. Robert Kidd, North Shields, and Mr. John James Britton, were elected members of the society. The meeting having been informed that it is the intention of Thomas Baker, Esq, the Official Assignee of the Court of Bankruptcy for the Newcastle-upon-Tyne district, to resign his appointment at the end of the present year, it was moved by Mr. J. T. Hoyle, seconded by Mr. Daggett, and resolved unanimously—"That this society takes this opportunity of expressing the high opinion they entertain of the honourable, straightforward, and efficient manner in which Mr. Baker has discharged his onerous and responsible duties since his appointment in the year 1842, and of conveying to him the best wishes of the members for his happiness in that retirement from active life to which he is so well entitled. That this resolution be inscribed on vellum, and signed by the president, and be then forwarded to Mr. Baker by the secretaries." The following gentlemen were elected officers of the society for the ensuing year:—Mr. William Crighton, President; Mr. John Clervaux Fenwick, Vice-President; Mr. R. R. Dees, Treasurer; Mr. James Radford and Mr. William Daggett, Secretaries. The standing committee was re-appointed. The thanks of this meeting were voted to the president for his conduct during his year of office. The following reply has been received from Mr. Baker:—

7, Carlton-place, Newcastle-upon-Tyne, Dec. 13, 1863.

My dear sirs,—I beg to acknowledge the receipt of your letter of 10th inst., with the accompanying emblazoned copy on vellum of a resolution passed at a general meeting of the Newcastle and Gateshead Law Society, held on the 3rd inst., couched in language very complimentary to me on the occasion of my resignation, from and after the 31st inst., of the office which I have held in this town for upwards of twenty-one years.

I request that you will convey to the chairman, deputy-chairman, committee, and members of the society, my assurance of the heartfelt satisfaction with which I receive, at their hands, so flattering a testimony of their approval of my conduct in my official capacity during that period, and of their good wishes for my happiness after my intended retirement. I am deeply sensible of their forbearance with my faults and errors of judgment, and of the encouragement, assistance, and support, which I have always experienced at the hands of the members of the society, and of their professional brethren generally, in this town and district, which will ever be remembered by me with gratitude and esteem.

I am, my dear sirs, yours faithfully,

THOMAS BAKER, Official Assignee.

James Radford, Esq., William Daggett, Esq., Secretaries.

## SCOTLAND.

A vacancy having been created in the chair of Scots law by the lamented and sudden death of Mr. George Ross, advocate, who filled it for two years, the Faculty of Advocates met on the 18th inst. to exercise their privilege of selecting two names to be presented to the curators of the patronage. The Faculty unanimously selected as the first name Mr. George Moir, advocate, sheriff of Stirlingshire. Mr. Moir was called to the Scottish bar in 1825, and from 1835 to 1840 filled the chair of rhetoric and English literature in the University of Edinburgh, but resigned in consequence of increasing professional practice, and the chair has subsequently been filled till 1845 by Professor Spalding, and since that date by Professor Aytoun. The second name chosen—the advocates being required to present two—was the Dean of the Faculty (Mr. Moncrieff, Lord Advocate, M.P.), who is sent to the curators as a nominal candidate in the expectation that they will, as usual, choose the first on the list.

The late Mr. Riddell, advocate and antiquarian, directed that his papers, consisting of many rare ancient MSS., should be sold to the Faculty of Advocates for "a moderate sum," if they wished them. Lord Lindsay has offered to give £500 for them, and to bequeath them to the Advocates' Library by will. The Faculty of Advocates, at the meeting on the 18th inst., accepted his Lordship's offer with thanks, and will thus ultimately receive these valuable documents for nothing.

## FOREIGN TRIBUNALS & JURISPRUDENCE.

### FRANCE.

PUBLICATION OF CONFIDENTIAL COMMUNICATIONS—PRIVILEGE.

An application was recently made to the President of the Civil Tribunal, Paris, sitting in chambers, for a judge's order to prevent

the publication of certain confidential letters written by the celebrated Benjamin Constant to his friend Madame Recamier. In December, 1850, the Court of Paris gave a judgment forbidding the publication of these letters by Madame Louise Colet, who had obtained possession of the original manuscripts. Since then, however, several of the letters have appeared in different publications, and Madame Colet, thinking the prohibition no longer valid, recently determined to publish the whole of them. They were accordingly advertised as about to appear, but the representatives of Benjamin Constant immediately gave notice to M. Dentu, the bookseller, that they intended to oppose the publication, and applied for the present order. After hearing counsel, the President granted an order that all the copies of the work should at once be given up to a person named by himself, and remain in his possession until the right to publish them should be decided in due course of law.

## TURKEY.

According to the *Levant Herald* the project of a *Credit Foncier*, which Messrs. Oppenheim and Crémieux have been bringing of late under the attention of the Turkish Government, appears to have at length obtained the requisite sanction. M. Crémieux, it is added, has received a special commission to prepare a code of laws affecting questions relating to the tenure of property, and a general commission to act as occasional law adviser to the Porte.

## REVIEWS.

*On some Legal and Economic Questions connected with Land Credit and Mortgage Companies.* By ALFRED G. HENRIQUES, Esq., of the Middle Temple, Barrister-at-Law, London: Effingham Wilson. 1863.

The principle of the *Credit Foncier de France* will very shortly be thoroughly domiciled amongst us. Land-credit companies have already been established for most of our colonies, and for India, and rumours are whispered that similar companies are about to be introduced into Ireland, and perhaps into England. What is the principle of the *Credit Foncier?* The *Credit Foncier de France* is a gigantic mortgage company, established under the authority of the French Government in the year 1852. It commenced its business with a nominal capital of £2,400,000, of which only one half has been paid up, and at the present time it has advanced on mortgage the enormous sum of £19,000,000 sterling. The method by which such immense operations has been carried on with such a moderate paid-up capital is the system of the *Credit Foncier.*

As it appears certain that land-credit companies will be established in this country, and will strive to introduce their system amongst us, it will be well to apprehend at once the true functions and objects of their methods, and to discover, if possible, whether such companies are suitable to our habits, and in accordance with our legal principles and practices.

The pamphlet before us professes to be the exponent of the system of the *Credit Foncier de France*, and it is therein stated that "The chief operations of the *Credit Foncier de France* consist in lending and advancing money on the security of land, and issuing and circulating bonds charged as well upon the general funds and capital of the company as upon the aggregate mass of mortgaged properties in the hands of the company; in other words, the *Credit Foncier* lock up their capital in mortgage securities, and set it free by means of their bonds; by this course they *turn* their capital with great rapidity and considerable profit to their shareholders. For it is found that the difference in the rate of interest at which the *Credit Foncier* can lend their capital, and that at which they can circulate their bonds, is sufficient to return to their shareholders a very large dividend on the paid-up capital."

It therefore appears that the *Credit Foncier* multiplies its capital by its issues of bonds. For instance, if the company advance £10,000 on mortgage to landowner A., on the security of his estate, this sum will be locked up, but it will be immediately set free by the money realised on the issue of the bonds to that amount, thus the company will have another sum of £10,000 to lend on mortgage to landowner B., and this again will be followed by another issue of bonds. By this means the company perpetually supplies itself with funds to extend its operations. It is obvious that the system is, in fact, an inverted mode of lending to mortgagors borrowed capital; for the capital which is paid to the company upon the issue of bonds *follows*, does not precede, the loan to the landowner. The land-credit companies already established, and those in course of formation, rest all their chances of success upon the favour with which investors and capitalists will regard their bonds. If their bonds will not float, it is conceded that the companies cannot succeed. The writer of the pamphlet before us, starting from the assumption that investments on mortgage of land are highly esteemed in this country by all classes of investors, enters into an elaborate argument to establish his proposition, that the bonds of a land-credit company are equal in the sense of landed security to an ordinary mortgage of land. Each, he contends, is a security based upon land for the repayment of a loan of money; the difference lies in the mode of obtaining repayment; the mortgagee possessing the exceptional powers of selling the security itself and of foreclosure, while the bond-holder can only sell his bond in the market, or enforce his debt against the company. The essence of the argument is contained in the following passage:—

"The view intended to be presented is, that the statical conditions of the mortgage and the bond, are similar, each being a security for the loan of money based upon land (one immediately, the other mediately), but the dynamical conditions of each are different, for the remedies of the mortgagee are by sale or foreclosure, and the remedy of the bond-holder is solely by enforcement of his specialty debt against the land-credit company, as obligors of the bond. Still the absence of the mortgagee's powers and remedies but little affect the bond-holder, for his obligor is a mortgagee of lands possessing these extensive powers for his (the bond-holders) benefit, and which can be put in force by the actual mortgagee to satisfy the demands of the bond-holder. Thus the bond-holder actually possesses the security and derivatively the remedies of a mortgagee of lands. A corollary has been attempted to be drawn to this proposition, viz., that the securities being equal, the peculiar remedies of the one are not to be valued very highly —the whole essence of the question being relative confidence or certainty in obtaining repayment of the money advanced."

A land-credit company may thus be regarded in the light of an agent for obtaining mortgages in "gross" from landowners, and subsequently dividing such mortgages into shares or portions among the investors on their bonds. We have carefully followed Mr. Henriques throughout his reasoning upon this subject, and freely concede to him that (subject to two reservations) he has established his position, viz., that the bond-holder actually obtains a security of land for his money paid upon the bond, but the exceptions to which we refer weaken the real facts of the case, though not the reasoning by which the proposition is supported. In the *Credit Foncier de France* means are taken, with the aid of government, to limit the issue of bonds to an amount never in excess of the mortgages in the hands of the company. So long as this is accomplished, the bond-holder will in fact possess a landed security; but it is a vastly difficult matter for a public company, by any means, to prevent this fear arising in the public mind, even if the real danger be insignificant. A well-devised system of periodical issues of bonds, coupled with a careful supervision of the mortgages by the bond-holders' auditors, will, no doubt, reduce the actual danger to bond-holders; but a rumour of over issue, which may always arise where the possibility exists, would be disastrous to the credit of a company. Another exception to Mr. Henriques' conclusions exists in the fact, that all the mortgages held by the company may not be sound and reliable. An ordinary mortgagee takes every possible care and precaution to assure himself of the goodness and soundness of his mortgagor's title, and it must be allowed that failures are amazingly rare. Now, a land-credit company, starting into life, eager for business—struggling, perhaps, with the difficulties of rivalry and competition—might think it not improper to take risks and chances with a view to the extension of its business. It is well known that the ardour of competition has been the ruin of some insurance companies, and similar causes might similarly affect land-credit companies. These remarks are made in no adverse spirit to the introduction of land-credit companies, but solely with the object of presenting all aspects of their operations before our readers.

Presuming that land-credit companies will shortly be established in England and Ireland, Mr. Henriques proposes that certain modifications of legal forms should be obtained under the acts of incorporations of such companies. It is very doubtful whether Lord Redesdale would permit any public joint stock company to clothe itself with the powers suggested, but it is clear that the possession of such powers would greatly facilitate the operations of land-credit companies. It is proposed, that upon discharge of a mortgage debt, a certificate

stamped with the proper duty, should be printed upon the mortgage deed, and have all the effect of a re-conveyance of lands. This was proposed some time since by Mr. Joshua Williams, and seems without objection. It is also proposed that the great difficulty and inconvenience arising from the inability of a mortgagor to grant a valid lease, should be avoided by an abandonment of the rights of the mortgagee, and that notice of a mortgagor's lease should bind the mortgagee by estoppel. This is an important modification of technical legal doctrine, and cannot be discussed within the limits of the present notice.

A land-credit company might very properly be life insurers, as suggested, and might perform many of the acts of insurance companies in granting annuities, reversionary sums, and portions, &c. These operations would follow the present practices of many of our large insurance companies, which are lenders to a great extent upon the security of land. But one feature in borrowing money, on the security of land, which the land-credit companies are desirous of introducing among landowners, is little less than a return to the mode of borrowing money by way of annuity, so usual in a former generation. "According to the present system and practice of the *Credit Foncier de France*, mortgages are made with the landowners, either for short or long periods, the loan being made redeemable within such period. By this method loans are extinguished by means of the annual charge payable by the mortgagor, which is calculated at a rate so as to provide for the annual interest of the loan, as well as for the gradual extinction of the debt by means of a sinking fund."

The periods for which loans are granted vary from ten years to sixty years, and tables have been calculated for the rates of interest for such periods. It is said that seven and a-half per cent. per annum is the rate of interest on a loan redeemable within twenty-five years. It is far too important a question to consider on the present occasion, whether it is generally beneficial to landowners to borrow money on their estates for limited periods but we think that there are instances where such a practice may be attended with advantages, and some of such cases are mentioned in the pamphlet under notice.

Mr. Henriques has offered an historical survey of the various modes which have, from time to time, been proposed for giving increased credit to land; formerly it was *currency* that was sought to be given to land, for "the ideas of *currency* and *credit* were but little distinguished. A currency of land is now held to be impossible, and all that is desired or attempted, is to increase the credit of land, by removing difficulties in the way of borrowing money on the security of land, and also to give freedom to the capital thus invested upon the mortgage of land. By the joint action of these modes, credit is effectually afforded to land, so far as the nature of the property in land permits." Into this branch of the subject we will not enter, but merely express the opinion of our author in his own words, "that the system of giving fullest effect to the requirements of the landowner, and affording the greatest credit to land, by means of negociable securities charged upon land, which is freest from objection, is by means of a land-credit company." There are, undoubtedly, many questions of the greatest importance and interest, not only to landowners, but to the whole country, discussed in the pamphlet before us. We have not space here to refer to the schemes of Mr. Vincent Scully, M.P., and others, for the issue of land bonds, charged upon landowners' estates, or to the proposal of Mr. W. Pollard Urquhart, M.P., for the establishment, in Ireland, of a great national land bank, formed upon the model of those of Prussia; but we can say, that all those of our readers, who take an interest in these important questions, or who desire information upon them, will find much that will inform and interest them in the pages of Mr. Henriques' pamphlet.

*De La Rue's Red Letter Diary and Improved Memorandum Book.* 1864.

This little book contains a variety of information, and, indeed, all the requisites of a useful diary. It is very neatly printed and got up, and reflects great credit on its enterprising publishers. It will, no doubt, be a great favourite, and as frequently found the lady's companion as that of men of business.

## LAW STUDENTS' JOURNAL.

### INTERMEDIATE EXAMINATION.

The examiners appointed for the Intermediate Examination of persons under articles of clerkship to attorneys have appointed Thursday, the 21st of January next, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-Lane, for the examination. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Saturday, the 2nd of January; and in case the articles and testimonials of service have been deposited at the institution, they should be re-entered, the fee paid, and the answers completed on or before the 2nd of January.

On the day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common Law; 3. Conveyancing; 4. Book-keeping.

Candidates under the 4th section of the Attorneys Act, 1860, may on application obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 2nd of January.

Fee, each Term, on articles and testimonials of service, 5s.

### FINAL EXAMINATION.

The examiners appointed for the examination of persons applying to be admitted attorneys, have appointed Tuesday the 19th and Wednesday the 20th of January next, at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane, for the examination. The examination will commence at ten o'clock precisely, and close at four o'clock each day.

Articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Saturday the 9th of January. If the articles were executed after the 1st of January, 1861, the certificate of the candidate having passed the Intermediate Examination should be left at the same time; and in case the articles and testimonials of service have been deposited at the institution, they should be re-entered, the fee paid, and the answers completed on or before the 9th of January.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 9th of January, and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them as to the time served with each respectively.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts. 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary. 5. Equity, and Practice of the Courts. 6. Bankruptcy, and Practice of the Courts. 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry—viz., Common Law, Conveyancing, and Equity. The examiners will continue the practice of proposing questions in Bankruptcy and in Criminal Law and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Candidates under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 9th of January.

Fee, each Term, on articles and testimonials of service, 15s.

## COURT PAPERS.

### Chancery Vacation Notice.

During the Christmas vacation, the Chambers of the Master of the Rolls will be open for vacation business on the 29th, 30th, and 31st of December, and the 1st, 5th, and 6th of January, 1864. Hours of attendance from 11 till 1.

## PUBLIC COMPANIES.

### PROJECTED COMPANIES.

THE GENERAL FLOATING DOCK COMPANY (LIMITED).

Capital, £200,000, in 20,000 shares of £10 each.

Solicitors.—Messrs. Wilkinson, Stevens, & Wilkinson, Nicholas-lane.

The object of this company is the construction of floating docks, chiefly in France, but also elsewhere, upon the principle invented and patented by Monsieur Courau, the well-known shipbuilder, so as to profit by the exclusive privileges and concessions conferred upon that gentleman's firm.

THE NATIONAL PROVINCIAL AERATED BREAD COMPANY (LIMITED).

Capital £250,000 in 25,000 shares of £10 each.

Solicitors—Messrs. Wilson, Bristows, & Carpmael, 1 Copthall-buildings, City.

The object of this company is to extend the operation of the process of Dr. Dauglish, which has been tested, with highly successful pecuniary results, in the metropolitan district by the London Aërated Bread Company, to the provinces generally of England and Wales. The first bakeries of the company will be established in Manchester, Liverpool, and the adjacent populous districts, and the company will also sell licenses for the manufacture of the bread in those parts of the kingdom where they do not intend to carry on direct operations themselves.

## BIRTHS, MARRIAGES, AND DEATHS.

### MARRIAGE.

MAUNSELL—STEPHENS—On Dec. 16, at Kells Church, county Meath, John Maunsell, Esq., of Rockmount, Dundrum, county Dublin, to Emily Roche, daughter of Archibald J. Stephens, Esq., Q.C., LL.D., Recorder of Winchester.

## UNCLAIMED STOCK IN THE BANK OF ENGLAND.

*The amount of Stock hereinafore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—*

BRAITHWAITE, Rev. Geo, of Chichester. £189, New Three per Cents.—Claimed by said Geo. Braithwaite.

## LONDON GAZETTES.

### Creditors under Estates in Chancery.

*Last Day of Proof.*

FRIDAY, Dec 18, 1863.

Baker, Hy, Powderham, Devon, Farmer. Jan 9. Baker v Baker, V. C. Stuart.

Bowen, Edwd Hull, Bath, Jeweller. Feb 1. Skeate v Bowen, V. C. Stuart.

Birchall, Mary, Castle Church, Stafford, Spinster. Jan 19. Williams v Dudley, V. C. Stuart.

Brick, Rebecca, Hereford, Widow. Jan 11. Harrell v Cannop, M. R.

Cottrill, Jas Smith, Bolton, Bleacher. Jan 10. Cottrill v Slater, M. R.

Dermer, Thos Masters, Dorset-ter, Clapham-rd, Esq. Jan 11. Pyne v Dermer, M. R.

Frost, Thos, St John's-park, Upper Holloway, Gent. Jan 14. Frost v Ward, V. C. Stuart.

Mountain, Joseph, Doncaster, Yeoman. Feb 6. Phillips v Stockil, V. C. Stuart.

Reed, Ann, & Charlotte Reed, Executrixes of Hy Reed, Bristol, Warehouseman. Jan 9. Ring v Reed, V. C. Wood.

Richards, Robt, Penzance, Esq. Jan 12. Ireland v Trembath, V. C. Stuart.

Rowe, Sarah, otherwise Sally Rowe, Everton, nr Lpool, Spinster. Jan 30. Hull v Christian, V. C. Kindersley.

Steart, Maria, Combe Down, Somerset, Widow. Jan 11. Jaques v Goodridge, M. R.

Stubbs, Chas Edwin, Gresham-st. Feb 4. Stubbs v Marsh, V. C. Stuart.

Walker, Edmund, Belper, Derby, Nail Manufacturer. Jan 11. Hunt v Topham, V. C. Stuart.

### Creditors under 22 & 23 Vict. cap. 35.

*Last Day of Claim.*

FRIDAY, Dec. 18, 1863.

Bouttell, Harriett Dorothy, Lakenham, Norwich, Widow. March 1. Freestone & Copeman, Norwich.

Farrer, Jas, Park-pl, Upper Baker-st, Major-General. Feb 16. Fearon & Clabon, Great George st.

Foster, Rev Lambert Blackwell, Fritton Hall, Suffolk, Clerk. Feb 1. Foster, Henrietta-st.

Marchant, Alexandrine Louise, St Peter Port, Guernsey, Widow. Feb 1. Marson & Co, Anchor-ter, Southwark.

Masters, Wm, Ipswich, Farmer. Feb 13. Charles Steward, Museum-st, Ipswich, executor.

Prichard, Wm, Charing-cross, Apothecary. Jan 16. Crane & Co, Bedford-row.

Rawlings, Chas, Cheyne-walk, Chelsea. Jan 20. Pearce & Co, Gresham House.

Sheard, Sarah, Batley, York, Widow. Feb 1. Scholefield, Batley.

Thomas, Wm, Pembroke Dock, Surgeon. Feb 14. Phillips, Size-lane.

Toynbee, John, Navenby, Lincoln, Farmer. Jan 5. Foster & Rodgers, New Sleaford.

Tucker, Joseph Ewens, Ingram ct, Fenchurch-st, Canvas Factor. Feb 17. Trehern & White, Barge-rd, E.C.

Wilson, Saml, sen, Walton-on-the-Naze, Farmer. Jan 15. Hodgson, Salisbury-st.

Wilson, Saml, jun, Walton-on-the-Naze, Farmer. Jan 15. Hodgson, Salisbury-st.

### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 18, 1863.

Austin, Wm Athinson, Sunderland, Publican. Nov 23. Comp. Reg Dec 18.

Auty, John, & Wm Auty, Dewsbury, York, Carpet Manufacturers. Nov 20. Conv. Reg Dec 17.

Baker, Joseph, Harridge, Richmond-rd, Dalston, Chemist. Nov 24. Comp. Reg Dec 17.

Bentley, Fredk, Railway-pl, Ball's Pond, Grocer. Dec 14. Conv. Reg Dec 18.

Brake, Chas, Burnham, Somerset, Grocer. Nov 24. Conv. Reg Dec 16.

Ceslis, John, Jermyn-st, Haymarket, Tailor. Nov 20. Comp. Reg Dec 14.

Chambers, Wm, Carlisle, Grocer. Dec 2. Comp. Reg Dec 16.

Clarke, Peter, Sandbach, Chester, Farmer. Nov 19. Co Reg Dec 16.

Clunn, Edwin John Hy, Addison-rd, Notting-hill, Manager to a Wine Merchant. Dec 12. Conv. Reg Dec 17.

Collins, Robt John, Blackfriars-rd, Manufacturer. Nov 27. Asst. Reg Dec 16.

Colson, Morgan, Aberaman, Glamorgan, Innkeeper. Nov 20. Conv. Reg Dec 15.

Cresswell, John Pearson, Steeple Aston, Oxford, Surgeon. Dec 11. Art. Reg Dec 18.

Daniel, John Fredk, Whitehaven, Druggist. Nov 30. Conv. Reg Dec 16.

Dean, Wm, Macclesfield, Waste Dealer. Dec 4. Comp. Reg Dec 16.

Dufty, Mary, & Robt Cartledge, Sheffield, Bakers. Dec 4. Conv. Reg Dec 17.

Eggleton, Jason, Milton-ter, Wandsworth-rd, Contractor. Dec 4. Comp. Reg Dec 15.

Falk, Albert, Broad st-buildings, London, Wine Merchant. Dec 17. Conv. Reg Dec 18.

Foster, Wm, Cornhill, Insurance Broker. Dec 7. Comp. Reg Dec 17.

Hartle, John, Dudley, Carrier. Dec 8. Asst. Reg Dec 16.

Hetherington, John, Bradford, Flour Merchant. Dec 1. Comp. Reg Dec 16.

Holland, Chas, Truman's-pl, Stoke Newington, Solicitor's Clerk. Nov 17. Comp. Reg Dec 15.

Houston, Shore, St George's-pl, Brixton-rd, Auctioneer. Nov 26. Conv. Reg Dec 15.

Iliffe, Chas, Harborne, Stafford, Button Manufacturer. Dec 4. Asst. Reg Dec 17.

Lewis, Chas, Hay, Brecon, Baker. Nov 20. Asst. Reg Dec 17.

Loring, Ann, Bristol, Ironmonger. Nov 20. Conv. Reg Dec 16.

Monk, Joseph Hugh, Saddleworth, York, Silk Dresser. Nov 23. Comp. Reg Dec 17.

Moss, George, New Coventry-st, Middx, Wine Merchant. Dec 14. Comp. Reg Dec 17.

Norman, Wm, Cambridge-heath, Middlesex, Builder. Dec 9. Comp. Reg Dec 17.

Oldfield, Thos Gratton, Birm, Architect. Nov 19. Conv. Reg Dec 16.

Owen, Rbt, Aldersgate-st, Cattle Dealer. Dec 16. Comp. Reg Dec 16.

Parker, Geo, New Maldon, Surrey, Carpenter. Dec 1. Art. Reg Dec 17.

Piggin, Jos, Tower-st, Commission Agent. Dec 12. Asst. Reg Dec 15.

Prince, Louis Le, Regent-st, Bootmaker. Dec 14. Comp. Reg Dec 14.

Rogers, Wm, Rochdale, Cabinet Maker. Nov 21. Conv. Reg Dec 16.

Sarsons, Thos, Redditch, Worcester, Baker. Nov 25. Comp. Reg Dec 19.

Showell, Wm Anthony, Birm, Builder. Dec 10. Comp. Reg Dec 17.

Smith, Chas, Wolverhampton, Grocer. Nov 27. Asst. Reg Dec 16.

Smith, Hy Wade, Kelbrook-ter, Fulham, Builder. Nov 23. Comp. Reg Dec 16.

South, Alex Francis, Hampstead-rd, Milliner. Nov 30. Comp. Reg Dec 16.

Speck, Jas, Leyland, Lancaster, Innkeeper. Nov 26. Asst. Reg Dec 18.

Steed, Rbt Aaron, Long Melford, Suffolk, Bootmaker. Dec 11. Comp. Reg Dec 15.

Turner, Sam Wm, Attorney-at-Law and Solicitor. Dec 9. Asst. Reg Dec 17.

Watts, John, Thornhill-sq, Islington, Registrar of Births, Deaths, and Marriages. Dec 11. Asst. Reg Dec 17.

Williams, Mary Ann, & Alfred Farr, Barnstaple, Drapers. Nov 21. Asst. Reg Dec 15.

### Bankrupts.

FRIDAY, Dec. 18, 1863.

To Surrender in London.

Ballard, Hy Jas, Southampton, Tailor. Adj Dec 10. Jan 5 at 1. Aldridge.

Case, Robt, Upper Thames-st, Oil Merchant. Adj Dec 15. Jan 5 at 2. Aldridge.

Chatto, Andrew, Duke-st, Bloomsbury, Assistant Stationer. Pet Dec 16 (for pau). Dec 29 at 1. Aldridge.

Clarke, Hy John, South Parade, Brompton, Builder. Pet Dec 4. Dec 29 at 12. Oliver, King-st, Cheapside.

Duncar, Dani Twidell, Sloane-sq, Cab Proprietor. Adj Dec 15. Jan 12 at 11. Aldridge.

Davis, Myer, Caroline-pl, Guildford-st, General Dealer. Pet Dec 16. Jan 5 at 12. Richardson, Lombard-st.

De Fleury, John Victor, Addington-sq, Margate, Teacher of Drawing. Pet Dec 16. Jan 12 at 1. Sadgrove, Mark-lane.

Durham, James, jun, Hampton Gay, Oxford, Paper Manufacturer. Pet Dec 10. Jan 5 at 1. Sole & Co, Aldermanbury.

Elliott, Chas Geo, Shoe-lane, Bookseller. Adj Dec 15. Jan 12 at 12. Aldridge.
Gale, John, Portswood, Southampton. Adj Dec 10. Dec 29 at 1. Aldridge.
Gell, Eliz, Harlesden-green, Middlx, Widow, Farmer. Pet Dec 14. Jan 5 at 12. Barlee, Old Broad-st.
Ginger, Wm James, Bexley Heath, Kent, Builder. Pet Dec 15. Jan 4 at 2. Silvester, 6t Dover-st.
Griffiths, Wm, Poplar, Grocer. Pet Dec 15. Jan 4 at 2. Reed, Guildhall-chambers.
Hall, Hy, St Martin's-le-Grand, Iron Merchant. Adj Dec 15. Jan 12 at 12. Aldridge.
Harris, John Reeves, Hawley-rd, Kentish-town, Painter. Pet Dec 16 (for pau). Jan 5 at 1. Aldridge.
Hind, Thos, Halford-ter, Walworth, Builder. Adj Dec 14. Jan 12 at 11. Aldridge.
Jarrett, Wm, Minster, Isle of Sheppey, Market Gardener. Pet Dec 14. Jan 4 at 2. Doyle, Vernlum-bdgs, and Morgan, Maidstone.
Keene, Donnet, Portsea, Bootmaker. Pet Dec 7. Jan 5 at 2. Sole & Co, Aldermanbury.
Marshall, Wm Sml, and Benj Williams, jun, Strand, Tea Dealers. Pet Dec 9. Jan 4 at 1. Matthews & Co, Leadenhall-st.
Martin, Jas, Garrett Oil Mills, Wandsworth, Blacking Manufacturer. Pet Dec 15. Jan 12 at 11. Chidley, Old Jury.
Martyn, John, Shepperton-st, Islington, Milliner. Pet Dec 16 (for pau). Jan 12 at 1. Aldridge.
Nash, Ellen, Euston-rd, St Pancras, Widow. Pet Dec 15. Jan 5 at 2. Drew, New Basinghall-st.
Newsome, John, Edmond-place, London, Woollen Merchant. Adj Dec 15. Jan 12 at 12. Aldridge.
Osborne, Jas, St John's-rd, Hoxton, Upholsterer. Pet Dec 16 (for pau). Dec 29 at 12. Aldridge.
Randle, Wm, Norwich, Corn Dealer. Adj Dec 14. Jan 5 at 2. Aldridge.
Ruff, Josiah, Kingston, British Wine Manufacturer. Adj Dec 14. Jan 12 at 11. Aldridge.
Shea, Wm, Cambridge-heath, Beerseller. Adj Dec 15. Jan 12 at 11. Aldridge.
Upjohn, Edw, Lower Belgrave-st, Dairyman. Pet Dec 14. Dec 29 at 12. Walmisley, Victoria-st.
Welchman, John, John-st West, Blackfriars, Dealer in Jewellery. Adj Dec 15. Jan 12 at 12. Aldridge.
Williams, Benj Bennington, Bury-st, St. James's, Major in the Militia. Pet Dec 9. Jan 12 at 1. Lawrence & Co, Old Jewry-chambers.
Williams, Thos, Rose-lane, Ratcliff, Cooper. Pet Dec 15. Jan 12 at 11. Webster, Tokenhouse-yard.
Zanni, Geminiano, Holborn-hill, Meat Screen Manufacturer. Adj Dec 15. Jan 12 at 12. Aldridge.

To Surrender in the Country.

Andrew, Rbt, Middlesborough, Corn Miller. Pet Dec 14. Leeds, Jan 11 at 10. Griffin, Middlesborough, and Bond & Barwick, Leeds.
Bruton, Chas, Exeter, Attorney-at-Law. Pet Dec 15 (for pau). Leeds, Dec 30 at 11. Floud, Exeter.
Careless, Saml, Birm, Fruiterer. Pet Dec 14. Birm, Jan 18 at 10. Parry, Birm.
Carr, Thos, & Peter Robinson, Lpool, Timber Merchants. Pets Dec 8 and 15. Lpool, Dec 29 at 11. Haigh & Deane, Lpool, and Wild & Barber, Ironmonger-lane.
Craggs, Geo, Everton, Lpool, Steamboat Owner. Adj Dec 14. Lpool, Jan 9 at 11.
Crawford, Thos, sen, Darlington, Butcher. Pet Dec 14. Darlington, Dec 30 at 11. Allison, Darlington.
Curtis, Wm, Burwash, Sussex, Wheelwright. Pet Dec 14. Tonbridge Wells, Jan 1 at 2. Goodwin, Maidstone.
Dalkin, John, Chester-le-street, Durham, Rope Maker. Pet Dec 15. Newcastle-upon-Tyne, Dec 30 at 12. Dagliah & Stewart, Newcastle-upon-Tyne.
Deady, John Heywood, Birkenhead, Builder. Adj Dec 14. Lpool, Jan 9 at 11.
Dewis, Geo, jun, Brinklow, Warwick, Baker. Pet Dec 16. Rugby, Dec 31 at 11. Griffin, Leamington.
Dyson, Geo, Lees, near Oldham, Stonemason. Pet Dec 17. Ashton-under-Lyne, Jan 7 at 12. Rawlinson, Manch.
Eardley, Wm, Bursiem, Stafford, Potter. Pet Dec 16. Hanley, Jan 16 at 12. Sutton, Bursiem.
Edwards, John Rchd, Pensarn, Denbigh, Grocer. Pet Dec 16. Lpool, Jan 1 at 12. Evans & Co, Lpool.
Ellis, Mary, Heathfield, Sussex, Miller. Pet Dec 15. Lewes, Jan 2 at 11. Langham, Uckfield.
Gale, Jas, Martock, Somerset, Farmer. Pet Dec 9. Yeovil, Jan 1 at 12. Watts, Yeovil.
Glaholm, Jos, Sunderland, Innkeeper. Pet Nov 17. Bishopwearmouth, Dec 29 at 2.30. Barker, Sunderland.
Gould, Geo, Wareham, General Dealer. Pet Dec 4. Wareham, Dec 30 at 10. Howard, Weymouth.
Greenwood, Thos, Ardwick, Manch, Marble Mason. Pet Dec 14. Manch, Jan 12 at 9.30. Simpson, Manch.
Gwyn, John, Cardiff, Labourer. Pet Dec 14. Cardiff, Jan 1 at 11. Wilcocks, Cardiff.
Harris, Chas, Tewkesbury, Innkeeper. Pet Dec 15. Tewkesbury, Dec 30 at 11. Taynton, Gloucester.
Harrison, Thos, Saxilby, Lincoln, Farmer. Pet Dec 14. Lincoln, Dec 28 at 11. Brown & Son, Lincoln.
Hartley, Wilson, Old Accrington, Lancaster, Victualler. Pet Dec 15. Manch, Jan 6 at 12. Storer, Manch.
Hewitt, Wm Hope, Manch, Attorney-at-Law. Pet Dec 14. Manch, Jan 6 at 11. Boote, Manch.
Hillman, Geo, Aston, Warwick, Farmer. Pet Dec 15. Birm, Jan 4 at 11. Mitton, Birm.
Howard, Henry, Brighton, Gent. Pet Dec 10 (for pau). Lewes, Jan 2 at 10. Goodman, Brighton.
Hughes, Geo Bousfield, Lpool, Photographic Artist. Adj Dec 14. Lpool, Jan 9 at 11.
Hughes, Rchd, Stretton-heath, nr Westbury, Bricklayer. Pet Dec 14. Shrewsbury, Dec 29 at 10. Davies, Shrewsbury.
Jackson, Robt, Durham, Law Clerk. Pet Dec 16. Durham, Dec 31 at 12. Brignal, Durham.
James, John, Cwmavon, Glamorgan, Provision Dealer. Pet Dec 15. Neath, Dec 30 at 11. Trip, Swansea.
Jones, Thos Philip, Rhyd-y-Defaid, Flint, Farmer. Pet Dec 16. Wrexham, Dec 31 at 11. Cartwright, Chester.
Kidd, John Rchd, Norwich, Tobacconist. Pet Dec 15. Norwich, Dec 30 at 11. Atkinson, Norwich.
King, Wm, Chippenham, Draper. Pet Dec 16. Bristol, Jan 8 at 11. Pinniger & Awdry, Chippenham, and Henderson, Bristol.
Kirkham, Thos, Macclesfield, Dealer in German Yeast. Adj. Macclesfield, Dec 28 at 11. Barclay, Macclesfield.
Knight, Thos, Neithrop, Oxford, Boatman. Pet Dec 16. Banbury, Dec 31 at 10. Pellatt, Banbury.
Lane, Ralph, North Ormesby, York, Tailor. Pet Dec 16. Stockton-on-Tees, Dec 30 at 2.30. Griffin, Middlesborough.
Lewis, John, Garnvach, Monmouth, Tailor. Pet Dec 14. Tredegar, Jan 2 at 1. Davies, Crickhowell.
Manser, Richd Thos, Eastbourne, Sussex, Poulterer. Pet Dec 12. Lewes, Jan 2 at 11. Goodman, Brighton.
M'Grath, Bernard, Lpool, Provision Dealer. Adj Dec 14. Lpool, Jan 9 at 11.
Makepeace, Ridley, and Robt Makepeace, Teignmouth, Wharfingers. Pet Dec 15. Exeter, Jan 5 at 12. Floud, Exeter.
Moore, John, High Bickington, Devon, Farmer. Pet Dec 15. Exeter, Jan 1 at 12. Gribble & Bronham, Barnstaple, and Clarke, Exeter.
Nash John, East Dean, Gloucester, Brick Manufacturer. Pet Dec 15. Bristol, Dec 29 at 11. Carter & Goold, Newnham, and Henderson, Bristol.
Nitsch, Wm, Newcastle-upon-Tyne, Merchant. Pet Dec 8. Newcastle-upon-Tyne, Dec 30 at 12. Bailey, Tokenhouse-yard.
Northway, Saml, Torquay, Wine Merchant. Pet Dec 4. Exeter, Jan 1 at 11. Wood, Bristol, and Pitts, Exeter.
Nunn, Matthew, Bradwell-nr-the-Sea, Essex, Blacksmith. Pet Dec 14. Maldon, Dec 31 at 11. Digby, Maldon.
Perry, Saml, Birm, Watch Hand Maker. Pet Dec 8. Warwick, Jan 18 at 10.
Platt, Saml, Bridgemere, Chester, Labourer. Pet Nov 26. Nantwich, Dec 24 at 10. Edleston, Nantwich.
Plant, Thos Edw, Lpool, Master Mariner. Pet Dec 16. Lpool, Jan 5 at 3. Bremner, Lpool.
Pratt, Sml, Kidderminster, Clog Maker. Adj Dec 10 (for pau). Kidderminster, Jan 6 at 10. Batham, Kidderminster.
Rees, Ann, Llangullo, Cardigan, Innkeeper. Pet Dec 14. Newcastle-in-Emlyn, Dec 30 at 10. George, Newcastle-in-Emlyn.
Ritson, Huntriss, Scarborough, Chemist. Pet Dec 15. Stockton-Tees, Dec 30 at 3. Thompson, Stockton.
Royle, Ewd, Peter Royle, John Royle, Sml Royle, & Jos Royle, Crumpsal-vale, Lancaster, Bleachers and Dyers. Pet Dec 11. Manch, Jan 6 at 11. Leigh, Manch.
Siddall, John, Sharrow-moor, near Sheffield, Schoolmaster. Pet Dec 3 (for pau). Sheffield, Jan 7 at 2. Mason, Sheffield.
Stevens, John, Benenden, Kent, Commission Agent. Pet Dec 3. Maidstone, Dec 30 at 1. Morgan, Maidstone.
Taylor, Rchd, York, Coal Merchant. Pet Dec 15. Leeds, Dec 31 at 11. Bond & Barwick, Leeds.
Ward, Thos, Birm, Dealer in Coal. Pet Dec 8 (for pau). Birm, Jan 4 at 12. James & Co, Birm.
Wells, Wm Frdk, Little-moor, Pudsey, York, Schoolmaster. Pet Dec 15. Bradford, Jan 15 at 10. Harle, Leeds.
Williams, Ellis, Aberdacon, Carnarvon, Flour Dealer. Pet Dec 3. Pwllheli, Dec 30 at 11. Jones, Pwllheli.
Williams, Rchd, Hanley, Beerseller. Pet Dec 16. Hanley, Jan 16 at 12. Moxon, Hanley.

BANKRUPTCY ANNULLED.

FRIDAY, Dec. 18, 1863.

Little, Jas, Bristol, Baker. Dec 14.

## ESTATE EXCHANGE REPORT.

AT THE MART.

Dec. 17.—By Mr. MARSH.

Freehold business premises, known as the Town Hall Coffee and Chop House, No. 254, Borough High-street, Southwark.—Sold for £1,510.

By Mr. NEWBON.

Leasehold residence, No. 13, Maitland-park-villas, Haverstock-hill.—Sold for £990.

Leasehold residence, No. 29, Dean-street, Union-square, New North-road.—Sold for £285.

Leasehold residence, No. 30, Dean street.—Sold for £280.

Dec. 18.—By Messrs. RUSHWORTH, JARVIS, & ABBOTT.

Leasehold residence, situate No 30, Eaton-sq; term, 61 years from Lady-day last; ground rent £10 per annum; let for a term at £210 per annum.—Sold for £4,600.

By Mr. FRANK LEWIS.

Reversionary interest for life in the sums of £5,265 7s. New Three per Cents, and £1,100, at present invested on mortgage of leasehold property; receivable during the life of a gentleman, aged 55, provided he survives a lady, aged 60 years.—Sold for £130.

Beneficial lease of business premises, No. 188, Tooley-st, Southwark.—Sold for £90.

Dec 22.—By Messrs. BROAD, PRITCHARD, & WILTSHIRE.

Leasehold residence, No. 43, St. George's-square, Pimlico.—Sold for £1,280.

AT GARRAWAY'S.

By Messrs. FARKBROTHER, CLARK, & LEE.

Leasehold residence, No 11, Kensington-park-terrace North, Bayswater; term, 99 years from Christmas, 1852; ground rent, £8 per annum; let at £50 per annum.—Sold for £435.

Leasehold residence, No. 17, Kensington-park-terrace North; similar term and ground rent; let at £40 per annum.—Sold for £385.

Leasehold residence, No. 18, Kensington-park-terrace North; similar term and ground rent; let at £42 per annum.—Sold for £395.

Dec 21.—By Messrs. BARROW & SON.

Copyhold Roadside Public House, known as the White Hart, at Hammersmith.—Sold for £2,050.